

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Buffets, Inc.		11/01/2006	CORPORATION: MINNESOTA
HomeTown Buffet, Inc.		11/01/2006	CORPORATION:
OCB Purchasing Co.		11/01/2006	COMPANY:
OCB Restaurant Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Buffets Leasing Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Ryan's Restaurant Group, Inc.		11/01/2006	CORPORATION:
OCB Leasing Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Fire Mountain Restaurants, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Big R Procurement Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Tahoe Joe's, Inc.		11/01/2006	CORPORATION:
Tahoe Joe's Leasing Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:
Buffets Holdings, Inc.		11/01/2006	CORPORATION:
HomeTown Leasing Company, LLC		11/01/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 37

900061788

TRADEMARK
 REEL: 003421 FRAME: 0491

CH \$940.00 1343558

Property Type	Number	Word Mark
Registration Number:	1343558	OLD COUNTRY BUFFET
Registration Number:	1423419	OLD COUNTRY BUFFET
Registration Number:	1529087	SALADBRATION!
Registration Number:	2048119	OLD COUNTRY BUFFET
Registration Number:	2051196	OLD COUNTRY BUFFET
Registration Number:	2051197	OLD COUNTRY BUFFET
Registration Number:	2149716	OLD COUNTRY BUFFET
Registration Number:	2617451	HOMETOWN BUFFET
Registration Number:	2861377	HOMETOWN BUFFET
Registration Number:	2315605	WHAT'S ON YOUR PLATE?
Registration Number:	2322380	COUNTRY ROADHOUSE BUFFET & GRILL
Registration Number:	2411371	DESSERT CENTRAL
Registration Number:	2420299	SOUP'NSALAD UNLIMITED
Registration Number:	2987516	COUNTRY BUFFET
Registration Number:	2997774	HOMESTYLE. YOUR STYLE.
Registration Number:	2890167	
Registration Number:	1696669	HOMETOWN
Registration Number:	2123023	GRANNY'S BUFFET
Registration Number:	1149189	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1467753	RYAN'S FAMILY STEAK HOUSE
Registration Number:	1182501	R
Registration Number:	1458801	MEGA BAR
Registration Number:	1707396	RYAN'S
Registration Number:	2204197	SENSIBLE CHOICES
Registration Number:	2580030	FIRE MOUNTAIN
Registration Number:	2114109	TAHOE JOE'S
Registration Number:	3040908	TAHOE JOE'S
Registration Number:	3045530	TAHOE JOE'S FAMOUS STEAKHOUSE
Serial Number:	78442222	HOMETOWN BUFFET
Serial Number:	78442218	HOMETOWN BUFFET
Serial Number:	76047450	SPOON TENDER
Serial Number:	78442232	HOMETOWN
Serial Number:	77001548	FIRE MOUNTAIN HOT OFF THE GRILL!
Serial Number:	77001526	FIRE MOUNTAIN

Serial Number:	78923475	JOE'S STEAK
Serial Number:	78923545	NEVADA CHEESECAKE
Serial Number:	78923463	RAILROAD CAMP SHRIMP

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	370657
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	11/03/2006

Total Attachments: 10

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Buffets, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State MN
☐ Other

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: November 1, 2006

2. Name and address of receiving party(ies)

Name: Credit Suisse, Cayman Islands Branch

Internal

Address:

Street Address: 11 Madison Ave

City: New York State: NY Zip: 10010

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other - Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
Please see Schedule II.

B. Trademark Registration No.(s)
Please see Schedule II.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Oleh Hereliuk

Internal Address: Federal Research Corporation

Street Address: 1023 15th Street, NW

Suite 401

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

40

7. Total fee (37 CFR 3.41).....\$

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

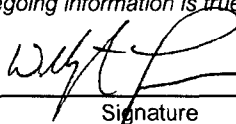
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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wellington Lyons

Name of Person Signing


Signature

November 1, 2006

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003421 FRAME: 0494

TRADEMARK SECURITY AGREEMENT dated as of November 1, 2006 (this "**Agreement**"), among Buffets Holdings, Inc. ("**Holdings**"), Buffets, Inc. (the "**Borrower**"), the subsidiaries of the Borrower listed on Schedule I hereto (the "**Subsidiary Parties**") and Credit Suisse, as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of November 1, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Holdings, the Borrower, the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 1, 2006 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Holdings, the Borrower, the Lenders party thereto and Credit Suisse, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "**Trademarks**");

(b) all goodwill associated with or symbolized by the Trademarks; and

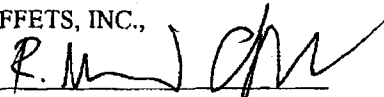
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks; provided that the grant of the security interest hereunder shall not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark;

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

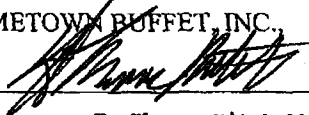
BUFFETS, INC.,

by: 
Name: **R. Michael Andrews, Jr.**
Title: **Chief Executive Officer**

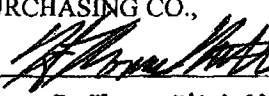
BUFFETS HOLDINGS, INC.,

by: 
Name: **R. Michael Andrews, Jr.**
Title: **Chief Executive Officer**

HOMETOWN BUFFET, INC.,

by: 
Name: **E. Thomas Mitchell**
Title: **Secretary**

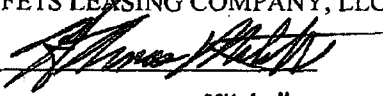
OCB PURCHASING CO.,

by: 
Name: **E. Thomas Mitchell**
Title: **Secretary**

OCB RESTAURANT COMPANY, LLC,

by: 
Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

BUFFETS LEASING COMPANY, LLC,

by: 
Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

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RYAN'S RESTAURANT GROUP, INC.,

by: 

Name: **H. Thomas Mitchell**
Title: **Secretary**

HOMETOWN LEASING COMPANY, LLC,

by: 

Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

OCB LEASING COMPANY, LLC,

by: 

Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

FIRE MOUNTAIN RESTAURANTS, LLC,

by: 

Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

BIG R PROCUREMENT, LLC,
COMPANY

by: 

Name: **H. Thomas Mitchell**
Title: **Manager / Secretary**

TAHOE JOE'S, INC.

by: 

Name: **R. Michael Andrews, Jr.**
Title: **Chief Executive Officer**

TAHOE JOE'S LEASING COMPANY, LLC,

by: 

Name: **R. Michael Andrews, Jr.**
Title: **Chief Manager**

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CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by: 

Name: ROBERT HETU
Title: MANAGING DIRECTOR

by: 

Name: DENISE L. ALVAREZ
Title: ASSOCIATE

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Schedule I

Subsidiary Parties

1. HomeTown Buffet, Inc.
2. OCB Purchasing Co.
3. OCB Restaurant Company, LLC
4. Buffets Leasing Company, LLC
5. Ryan's Restaurant Group, Inc.
6. HomeTown Leasing Company, LLC
7. OCB Leasing Company, LLC
8. Fire Mountain Restaurants, LLC.
9. Big R Procurement Company, LLC
10. Tahoe Joe's, Inc.
11. Tahoe Joe's Leasing Company, LLC

Schedule II

Trademarks**Trademarks Registered to Buffets, Inc.**

Mark	Application Number	File Date	Registration Number	Registration Date
OLD COUNTRY BUFFET	73/489350	7/11/84	1343558	6/18/85
OLD COUNTRY BUFFET & Design	73/592818	4/11/86	1423419	12/30/86
SALADBRATION! (Stylized)	73/741752	7/11/88	1529087	3/7/89
OLD COUNTRY BUFFET (Stylized)	74/574462	9/16/94	2048119	3/25/97
OLD COUNTRY BUFFET and Design (Diamond)	74/574504	9/16/94	2051196	4/8/97
OLD COUNTRY BUFFET and Design (W/ Rectangle)	74/574759	9/16/94	2051197	4/8/97
OLD COUNTRY BUFFET and Design (Stack w/ Diamond)	75/091977	4/12/96	2149716	4/7/98
HOMETOWN BUFFET	76/241460	4/16/01	2617451	9/10/2002
HOMETOWN BUFFET	78/442222 Suspended	6/28/2004		
HOMETOWN BUFFET (Plate)	78/442218 Suspended	6/28/2004		
HOMETOWN BUFFET (Plate and Fork)	78/159153	8/29/2002	2861377	7/6/2004
WHAT'S ON YOUR PLATE?	75/481414	5/7/98	2315605	2/8/00
COUNTRY ROADHOUSE BUFFET & GRILL	75/471143	4/21/98	2322380	2/22/00
DESSERT CENTRAL	75/682653	4/14/99	2411371	12/5/00
SOUP*NSALAD UNLIMITED	75/817832	10/7/99	2420299	1/9/01
SPOON TENDER	76/047450	6/12/00		
COUNTRY BUFFET	78/433864	6/11/2004	2987516	8/23/2005
HOMESTYLE. YOUR STYLE.	78/452905	7/19/2004	2997774	6/23/1992
HOMETOWN	78/442232 Suspended	6/28/2004		
PLATE/ FORK DESIGN	78/159170	8/29/2002	2890167	9/28/2004

Trademarks Registered to HomeTown Buffet, Inc.

Mark	Application Number	File Date	Registration Number	Registration Date
HOMETOWN	74/179018	6/24/91	1696669	6/23/92
GRANNY'S BUFFET & Design	75/128614	6/17/96	2123023	12/23/97

Trademarks Registered to Ryan's Restaurant Group, Inc.

Mark	Application Number	File Date	Registration Number	Registration Date
RYAN'S FAMILY STEAKHOUSE	73/181030	8/4/1978	1149189	3/24/1981
RYAN'S FAMILY STEAKHOUSE Design	73/656667	4/22/1987	1467753	12/1/1987
"R" Design	73/181065	8/4/1978	1182501	12/15/1981
MEGA BAR	73/615869	8/21/1986	1458801	9/22/1987
RYAN'S and Design	74/106749	10/15/1990	1707396	8/11/1992
SENSIBLE CHOICES	75/024935	11/28/1995	2204197	11/17/1998
FIRE MOUNTAIN	76/101888	8/2/2000	2580030	6/11/2002
FIRE MOUNTAIN HOT OFF THE GRILL! and Design	77/001548	9/18/2006		
FIRE MOUNTAIN	77/001526	9/18/2006		
RYAN'S Stylized	242659	9/6/1995	601541 (Mexico)	2/25/1999
RYAN'S FAMILY STEAKHOUSE Stylized	242658	9/6/1995	536059 (Mexico)	11/18/1996

Trademarks Registered to Tahoe Joe's, Inc.

Mark	Application Number	File Date	Registration Number	Registration Date
JOE'S STEAK	78/923475	7/6/2006		
NEVADA CHEESECAKE	78/923545	7/6/2006		
RAILROAD CAMP SHRIMP	78/923463	7/6/2006		
TAHOE JOE'S & Design	75/197501	11/13/1996	2114109	11/18/1997
TAHOE JOE'S	78/506762	10/27/2004	3040908	1/10/2006
TAHOE JOE'S FAMOUS STEAKHOUSE & Design	78/507006	10/27/2004	3045530	1/17/2006

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TRADEMARK LICENSES

1. Trademark License Agreement, dated as of August 1, 2006, between OCB Restaurant Company, LLC and North's Restaurants, Inc.

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